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July 30, 2004

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JUL 30 2004

**PUBLIC SERVICE
COMMISSION**

HAND DELIVERY

Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

Case 2004-00304

RE: *Joint Application of Louisville Gas and Electric Company, Metro Human Needs Alliance, Inc., People Organized and Working for Energy Reform, and Kentucky Association for Community Action, Inc. for the Establishment of a Home Energy Assistance Program*

Dear Ms. O'Donnell:

Enclosed please find and accept for filing the original and ten (10) copies of a Joint Application in the above-referenced matter. Please confirm your receipt of this filing by placing the stamp of your Office with the date received on the enclosed additional copy and return it to me in the enclosed self-addressed stamped envelope.

Should you have any questions or need any additional information, please contact me at your convenience.

Very truly yours,

Connie L. Verrill

CLV/ec

Enclosures

cc: Parties of Record
Elizabeth E. Blackford (w/ encl.)

RECEIVED

JUL 30 2004

**PUBLIC SERVICE
COMMISSION**

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOINT APPLICATION OF LOUISVILLE GAS)
AND ELECTRIC COMPANY, METRO HUMAN)
NEEDS ALLIANCE, INC., PEOPLE ORGANIZED)
AND WORKING FOR ENERGY REFORM, AND) CASE NO: 2004-00304
KENTUCKY ASSOCIATION FOR COMMUNITY)
ACTION, INC. FOR THE ESTABLISHMENT OF A)
HOME ENERGY ASSISTANCE PROGRAM)

JOINT APPLICATION

Louisville Gas and Electric Company (“LG&E”), Metro Human Needs Alliance, Inc. (“MHNA”), People Organized and Working for Energy Reform (“POWER”), and Kentucky Association for Community Action (“KACA”) (collectively “Joint Applicants”), by counsel, hereby petition the Kentucky Public Service Commission (“Commission”) for an order approving the programmatic details for a new Home Energy Assistance (“HEA”) Program in LG&E’s service territory.

In support of this Application, Joint Applicants state as follows:

1. LG&E’s post office address is P.O. Box 32030, Louisville, Kentucky 40232-2030. A certified copy of LG&E’s Articles of Incorporation is already on file with the Commission in Case No. 2000-095, *In the Matter of: Joint Application of Powergen plc and LG&E Energy Corp., Louisville Gas and Electric Company and Kentucky Utilities Company for Approval of Merger*, and is incorporated by reference herein pursuant to 807 KAR 5:001, Section 8(3).

2. MHNA’s post office address is 1113 South Fourth Street, Louisville, Kentucky 40203. A certified copy of MHNA’s Articles of Incorporation is attached hereto as Exhibit A.

3. POWER's post office address is P.O. Box 39143, Louisville, Kentucky 40233-9143.

4. KACA's post office address is 101 Burch Court, Frankfort, Kentucky 40601. A certified copy of KACA's Articles of Incorporation is attached hereto as Exhibit B

5. This Application is filed pursuant to the Commission's Order of June 30, 2004 in *In the Matter of: An Adjustment of the Gas and Electric Rates, Terms, and Conditions of Louisville Gas and Electric Company*, Case No. 2003-00433, pp. 70-72.

6. Communications regarding this Application should be addressed to:

For LG&E:

Allyson K. Sturgeon
Connie L. Verrill
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Michael S. Beer
Vice President, Rates & Regulatory
- and -
Gregory J. Meiman
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LG&E Energy LLC
220 West Main Street
Louisville, Kentucky 40202

For MHNA and POWER:

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Legal Aid Society, Inc.
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For KACA:

Joe F. Childers
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Lexington, Kentucky 40507
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7. On May 12, 2004, the parties to Case No. 2003-00433 filed a Partial Settlement Agreement, Stipulation and Recommendation (“Settlement Agreement”) with the Commission. The Commission’s approval of the unanimous provisions of the Settlement Agreement on June 30, 2004, also included approval of the parameters for a new HEA program in LG&E’s service territory. As noted by the Commission, the program will be funded by a ten-cent per month charge for each residential electric or gas meter for a period of three years. The HEA charge will be set forth as a separate line item on each residential customer’s bill. Order of June 30, 2004, p. 70. Copies of the proposed HEA tariffs for gas and electric service are attached hereto as Exhibit C. The Commission also ordered that “the programmatic details for the new HEA program [...] be submitted for approval no later than August 1, 2004. Order of June 30, 2004, p. 72.

8. During the months of June and July, 2004, representatives of LG&E, MHNA, POWER, KACA, and the Office of the Attorney General met to discuss development of the programmatic details for the new HEA program. Each party participated in the development of this Application, made recommendations for the program, and agreed with the details as set forth in this Joint Application.

Description of the Program

9. The goals of the HEA program are to prevent utility cut-offs, reduce arrearages and uncollectibles, encourage energy conservation, stabilize households, change families’ ability to afford their utility bills through a combination of subsidy, energy conservation,

weatherization, and improved bill-paying patterns, and encourage participants to pay their bills on time, eliminating late fees and expensive utility collection costs.

10. From 1993 to 2002, the All Seasons Assurance Plan (“ASAP”) operated as a year-round, monthly utility subsidy program designed to help low-income families afford and maintain utility service with LG&E. The ASAP program was created and operated by the Affordable Energy Corporation (“AEC”), a non-profit whose mission is to facilitate affordable gas and electric service to low-income families and individuals in the LG&E service territory with the purpose of improving household stability. The ASAP program is based on an innovative concept known as the “Modified Fixed Credit.” This model encourages energy conservation and responsibility of the participants by calculating a monthly subsidy payment based on a client’s income and usage. This payment becomes a fixed subsidy which does not fluctuate with changes in energy usage. Participants are then responsible for paying the remainder of their utility bills, encouraging them to conserve energy, and therefore, save energy dollars where they can. Under the program, participants are also placed on a twelve-month back balance repayment plan to enable them to pay off their arrearages and ward off the immediate threat of disconnection of services. Finally, ASAP participants are required to apply for and accept weatherization service if offered to them.

11. The goal for participation in the ASAP program is an annual caseload of approximately 900 households. Typical attrition rates for the ASAP program (1.72% for first year participants and 1.24% for participants remaining after the first year) make it possible to add new households. It is anticipated that approximately 1640 households can be served over the three years of the program. Participation goals are based on proposed subsidy budgets that use

current gas and electric prices. Fluctuations in weather and gas and electric prices will directly impact participation goals.

12. Eligible households must meet the following basic criteria: (1) be an LG&E customer; (2) have gross income at or below 110% of the then-effective Federal Poverty guidelines issued by the United States Department of Health and Human Services (a copy of the 2004 Federal Poverty Guidelines is attached hereto as Exhibit D); (3) have a minimum monthly income of \$100; (4) carry an arrearage of no more than \$1000 (may go up to \$1500 on a case by case basis); (5) attend an Orientation Session; (6) must not live in a multi-unit single meter dwelling; and (7) apply for and accept weatherization services if eligible and offered. Participants must also allow LG&E access to their gas and/or electric meters for regularly scheduled meter reading.

13. The referring agency is responsible for documentation of income verification. During intake periods, ASAP relies on a variety of emergency financial assistance programs in the LG&E service territory that routinely provide services based on income. On each referral, ASAP receives from LG&E data containing twelve months of gas and electric usage and the total amount past due for each applicant. From this information, ASAP confirms that the household bill is greater, on average, than the following percentage of household income based on household size:

- Household of 1 can pay 12% of annual income for energy
- Household of 2 can pay 10% of annual income
- Household of 3 can pay 9% of annual income
- Household of 4 can pay 8% of annual income
- Household of 5 can pay 7.5% of annual income

- Household of 6 can pay 7% of annual income
- Household of 7 can pay 6.5% of annual income

14. Each household that meets the criteria in paragraphs 12 and 13 above is invited to an orientation session. At that time, benefits are explained and the applicant's willingness to commit to the program is determined. Energy conservation education is provided and applications are completed for weatherization services. When the applicant signs a Service Agreement they are enrolled in ASAP, subsidy payment information and approval information is sent to LG&E, and LG&E is asked to set up a payment plan for the past due amount.

15. The Modified Fixed Credit subsidy program (ASAP) calculates a fixed credit that varies by month. AEC developed the software application that performs the calculation. Since AEC already has that capability, it would be redundant and expensive for LG&E to invest in the same or similar application. Each participant has a unique set of benefits based on their income and their weather-adjusted energy use. Once AEC has paid its pre-calculated share (the subsidy portion) of the bill for the participant, participants are expected to pay the amount remaining on each month's bill, which should then be affordable each month. Subsidy calculations are based on the following: 1) a household's income and size, 2) a household's utility bills for the 12 previous months, and 3) an adjustment for Monthly Normal Heating Degree Days and any significant changes in utility pricing.

16. There are six main steps to determine the unique set of subsidy benefits for each participating household which are completed using AEC's customized software application: (1) weather adjust the previous 12 months of LG&E usage information; (2) price adjust the previous 12 months of LG&E usage information; (3) reject anyone whose arrearages are over the maximum allowed; (4) multiply the percentage of income deemed affordable for the household

to pay by the household income to determine the amount the household will be expected to pay; (5) adjust input criteria to reflect program policies to most efficiently and fairly target the resources and maximize their impact, i.e. adjust income of those whose primary income is wages to counter the impact of taxes; and (6) subtract the amount the household will be expected to pay from the weather corrected, price adjusted utility bill each month.

17. Monthly subsidies are paid for each active participant in good standing with LG&E. Payments are made for each active participant in good standing with the ASAP program, with consideration to ASAP policy on remedies if the participant has difficulty paying their portion of their bill. The subsidy is paid on the day prior to issuance of the next bill to ensure that the payment is credited to the account promptly.

18. Joint Applicants will file a quantification of the cost savings achieved along with their evaluation of the ASAP program by January 1, 2007. However, it is difficult to attribute variations in the amount of arrearages, the number of disconnects, and the amount of bad debt solely to the ASAP program. For example, changes in such data could be related to economic fluctuations, fuel supply costs, the amount of available energy assistance funding, better recovery efforts from LG&E staff, or other causes. To the extent actual net savings are produced from this program, those savings will be addressed in LG&E's next general rate case.

Responsibilities of the Parties

19. AEC will continue to operate the ASAP program. AEC operated its first utility subsidy program in 1993 with a successful evaluation. AEC was responsible for the five-year ASAP program from 1997 until 2001, which produced an evaluation demonstrating the program's effectiveness. AEC also managed LG&E's HEA pilot in 2002. Evaluations of that program were filed previously filed with the Commission and are hereby incorporated by reference. *In the Matter of: In the Matter of: Joint Application of LG&E, MHNA, POWER,*

KACA, and Jefferson County for the Establishment of a Home Energy Assistance Program, Case No. 2001-00323. AEC will be responsible for the following:

- General policy of the ASAP program
- Staffing
- Monitoring of program implementation for consistency with the approved application
- Financial oversight with monthly financial reports from staff
- Programmatic oversight through caseload activity reports, i.e., active participants, participants on hold (participant difficulty with payments), action on complaints filed, terminations.
- Contracts for service as with intake and recertification
- Program operation decisions as needed.
- Communication with LG&E
- Financial audits
- Program assessment to be completed by January 1, 2007

20. AEC will contract with MHNA for administrative support services. MHNA is a Kentucky non-profit corporation that was first incorporated as the Federation of Church and Social Agencies on January 16, 1974. In 1988, it became the Metro Human Needs Alliance to expand its membership and include a wider array of organizations. MHNA represents 34 social service organizations serving low-income households. In 1996, \$4.5 million dollars was granted to MHNA to fund a year-round utility subsidy program which was the All Seasons Assurance Plan. That program was in operation through 2001 serving from 1000 to 1800 households

annually. In January 2002, ASAP became the first HEA pilot program in the state. MHNA's responsibilities will include the following:

- Office space
- Direct staff supervision
- Bookkeeping services
- Clerical Support

21. LG&E will include on each residential customer's monthly bill a ten-cent HEA charge for each residential electric or gas meter to fund the ASAP program. LG&E will respond to general billing questions related to whether or not a participant's account has been credited with an ASAP subsidy payment. LG&E will also work with AEC to evaluate and report on ASAP program results, and will provide regular reports to AEC to assist in the production of quality data in order to determine relevant statistics on the ASAP program. LG&E agrees to provide to AEC, by no later than the 20th day of the month prior to service provision, one-twelfth of ten percent of the annual proposed budget for administrative costs for eleven months. The first payment to AEC will include the recovery of administrative costs for initial expenses incurred following Commission approval of the ASAP program; provided, however, that such costs are still limited to ten percent of the annual proposed budget for administrative costs. The actual administrative costs will be trued up in the twelfth month of the program year. LG&E will be responsible for providing information to AEC so that actual HEA funds collected can be balanced with ASAP funds distributed to participants for each program year. LG&E will also work with AEC to provide a "customer balancing" mechanism at least twice a year for the program year. Unspent funds, subsidy or administrative, will roll forward to the next year.

22. Customers who become ASAP participants will have the following responsibilities:

- As applicants, provide accurate information regarding their income and household
- Sign the release of information
- Attend an orientation session and sign the service agreement
- Apply for and accept weatherization services
- Make regular monthly payments on their portion of their utility bill
- Participate in recertification annually through application for LIHEAP subsidy assistance

Additional detail is discussed in paragraph 25 below.

Implementation and Administration of the Program

23. Partnering agencies previously utilized by AEC will be notified of the opening of ASAP intake and of referral procedures. These agencies include the Metro Louisville Community Action Partnership, Community Action Programs in other counties, other emergency assistance providers, and transitional housing programs. Community Action Programs will be offered training on the ASAP referral process. Furthermore, the proposed start date for subsidy distribution will permit use of LIHEAP data for the development of the initial caseload.

24. Based on a subsidy budget analysis, it has been found that three months of meter charge collection are necessary to provide a sufficient fund balance from which to operate. If collection begins October 1, 2004, the program manager can be in place November 1, 2004 to manage the intake process. All intake procedures can be completed by January 1, 2005 to begin subsidy payments for the first approved participants. It is anticipated that 300 households will be enrolled in the program monthly until program capacity is reached.

25. Continued participation and/or removal from the program is determined according to the following guidelines:

- Default of payment to LG&E: If the head of household does not pay LG&E their portion of the monthly utility bill, ASAP will receive a Third Party Notice from LG&E informing them of the late payment status. ASAP will then send a Late Payment Notice, and possibly make a phone call, informing the head of household they have not made their utility payment. Their portion of the monthly bill must be paid in full within 15 days after the due date. ASAP will make no further payments until their portion of the monthly utility bill is paid in full. Case management services will be offered to the head of household to suggest community resources to assist with curing the default.

If the head of household does not pay their monthly bill after receiving the Late Payment Notice, a Warning Notice will be mailed by ASAP stating the utility bill must be paid in full within the next 15 days after this notice or the client will be terminated from the ASAP program. However, participants may still be disconnected from service by LG&E during this time pursuant to the Commission's regulations and LG&E's tariff.

If the client has not made a full payment by the termination date in the Warning Notice, they will receive a Termination Notice informing the head of household they have been terminated from the ASAP program. If the client has made a full payment before the termination date, AEC will pay their portion of the bill and the ASAP program will resume regular payments.

The head of household may file a complaint on the denial or termination of services with AEC.

- Failure to apply and qualify for the LIHEAP subsidy program- The head of household must apply for and receive funding from the LIHEAP subsidy program each and every year. If the head of household does not receive funding from the LIHEAP program, then they will not be eligible for participation in ASAP for the following year. Again, the head of household may file a complaint on the denial or termination of services with AEC.
- Refusal of energy conservation education and/or weatherization services - If offered, the head of household must accept energy conservation education and/or weatherization services. If the head of household refuses these services when offered, they will be terminated from the program. Again, the head of household may file a complaint on the denial or termination of services with AEC.
- Failure to attend mandatory orientation or training sessions - If a head of household is required to attend a mandatory training and they do not attend, they will be terminated from the program. Again, the head of household may file a complaint on the denial or termination of services with AEC.
- Fraud - If the head of household commits fraud pertaining to the ASAP program, they will be terminated from the program. Again, the head of household may file a complaint on the denial or termination of services with AEC.
- Moving outside the LG&E service territory - If the head of household is no longer an LG&E customer they will be terminated from the ASAP program. The head of household is responsible for contacting our office within ten (10) days of the services

ending. If the head of household is no longer an LG&E customer, the head of household will be solely responsible for the entire amount of all arrearages and monthly bills then owed to LG&E or billed by LG&E after termination. Again, the head of household may file a complaint on the denial or termination of services with AEC.

- Failure to notify ASAP of an address change - If the head of household moves to a new address they must notify ASAP within ten (10) days of ending the service on their current address. If ASAP is not contacted within ten (10) days, the head of household could be subject to termination. If the head of household moves outside of the LG&E service area, as noted above, they will no longer be eligible to continue on the ASAP program. ASAP will not be responsible for the arrearages or unpaid LG&E bill the head of household has incurred. If the head of household moves to a temporary residence or becomes homeless, they must notify the ASAP program within ten (10) days. ASAP will not make any payments during temporary residency. The head of household will have sixty (60) days to secure permanent housing and to initiate LG&E service in order to continue to receive ASAP payments. The head of household may file a complaint on the denial or termination of services with AEC.
- Participant Bankruptcy - If the head of household declares bankruptcy they must notify ASAP within ten (10) days. The head of household can remain an ASAP participant if they open a new LG&E account. During the first year of participation with the new account, ASAP will no longer make the portion of the ASAP payment designated to help pay off arrearages. Again, the head of household may file a complaint on the denial or termination of services with AEC.

- Funding for the program is decreased or eliminated - If the funding for the ASAP program has been decreased or eliminated, the services may be reduced or terminated. If this occurs, clients will be notified as soon as possible. There will be no Client Complaint Procedures available if the funding is decreased or eliminated.

26. The following steps were implemented for the 2002 HEA pilot to ensure that all LG&E customers across the service territory had equal access to the program. They will be repeated for the new ASAP program.

- Signed agreements with the Community Action Partnership (“CAP”) in Jefferson County and in all the other counties where there are LG&E customers to ensure their participation and role in the program.
- By agreement, each CAP shared with ASAP a confidentiality release signed by each qualified LIHEAP subsidy applicant that was an LG&E customer.
- The dollar proportion generated by LG&E customers outside of Jefferson County was determined and budgeted to ASAP participants outside Jefferson County.
- Every ASAP applicant meeting the first set of eligibility criteria will be invited to an orientation training. Major efforts were made and will be continued to schedule trainings in various counties in convenient locations and at convenient times.
- With the HEA pilot, every eligible ASAP applicant outside of Jefferson County who attended a training was added to the program. ASAP fully anticipates enrolling every one of these eligible applicants into this program.

27. ASAP is administered through the use of a combination of a database in Microsoft Access, an electronic transfer mechanism for payments, electronic transfer of information with LG&E, and a daily back-up system. The ASAP program maintains data on

each household that applies. Data includes demographic information, logistics, LG&E data, and ASAP benefits and payment schedules. Daily and monthly back-up systems have been previously tested and are immediately available.

- Electronic Transfer of Data with LG&E - LG&E and ASAP have worked together closely to design computer systems that provide optimal information with minimal administrative time. LG&E sends ASAP a file electronically each day that includes detailed information about any ASAP client with a past due balance with LG&E. ASAP uses this to administer the program daily and to determine which ASAP participant receives benefits and which benefits are withheld until the client makes a sufficient payment. LG&E and ASAP also transfer information electronically each month. ASAP provides LG&E with households to be added and removed from the ASAP program. LG&E provides ASAP with updated gas and electric usage and other data, such as any accounts which are no longer active LG&E accounts.
- Electronic Transfer of Payment Amounts - ASAP initiates payments to customer accounts by electronically sending account numbers and the scheduled payment amounts directly to LG&E. At ASAP's notification, dollars are transferred from the HEA account to individual customer accounts. This system provides a high level of accountability and an effective audit trail. By sending payments electronically, ASAP reduces administrative processing time for LG&E, and virtually eliminates data entry mistakes and account number errors.

28. In order to address concerns about the separation of gas and electric HEA funds, the ASAP program will be modified to insure that there is no cross-subsidization between LG&E gas and electric customers. To this end, LG&E will supply ASAP with the amount of \$0.10

charges that were billed to both gas and electric customers and these figures will be used as the basis of the amount of money collected from both gas and electric customers. ASAP will modify its existing software to design client gas and electric subsidies separately, based on the amount of gas and electric funds available. ASAP will also modify its existing software to track the amount of client benefits paid on electric bills and the amount paid on gas bills. The figures of how much money was available from both gas and electric funds will then be reconciled with the amount actually paid separately on gas bills and electric bills.

29. The ASAP program will be regularly reviewed by the staff responsible for the program as well as LG&E's and Kentucky Utilities Company's DSM Advisory Board. LG&E will also maintain communication with AEC, as well as respond to any customer inquiries.

30. By January 1, 2007, Joint Applicants will file with the Commission comprehensive program assessments to insure that the ASAP program is meeting its established goals, as described above. The program evaluation will consist of an analysis of low income accounts for further implementation of the program and will be performed by AEC with input from LG&E. The program will be monitored against a pre-determined set of expected outcomes through routinely collected data from participants, as well as data provided by LG&E. The expected ASAP program outcomes are as follows:

1. Reduce the need for LIHEAP Crisis Assistance - x% of enrollees in ASAP were free of need for LIHEAP Crisis Assistance.

Baseline: Upon enrollment, match enrollee with history of Crisis Assistance using state-wide LIHEAP data for past three years.

Evaluation Procedure: Compare receipt of Crisis Assistance requested and approved during enrollment in the program.

2. Reduce arrearages - Enrollees in ASAP were able to reduce their past arrearages by x%.

Baseline: Upon enrollment, LG&E provides amount of arrearages currently associated with customer account.

Evaluation Procedure: Compare LG&E provided data every six months during enrollment in the program.

3. Reduce loss of service due to non-payment - x% of enrollees in ASAP did not experience loss of service due to non-payment during their time in the program.

Baseline: LG&E provided data for each enrollee reporting the number of disconnect notices and actual disconnection for the period of one-year prior to enrolling.

Evaluation: LG&E provided data for each enrollee reporting the number of disconnect notices and actual disconnections.

4. Increase in energy savings in combination with weatherization programs - Enrollees in ASAP who were also enrolled in other weatherization program experienced at least a x% reduction in energy costs.

Baseline: When enrolled in a weatherization program, document previous year's energy consumption.

Evaluation: One year post-intervention document past year's energy consumption and compare.

5. Other - Total households served, Total amount of assistance provided.

Data collected throughout program participation

31. The financial records of the entire project will be audited annually in accordance with OMB A-133 auditing standards by a third-party independent auditor.

Timeline

32. Joint Applicants respectfully request that the Commission consider the programmatic details proposed by the Joint Applicants on an expedited basis in order to permit it to issue an order by September 30, 2004. Subject to the Commission Order referenced above, collection of the HEA charge will begin with the first billing cycle rendered for service provided on and after October 1, 2004. AEC expects that funds will be available for distribution beginning January 1, 2005.

Annual Budget

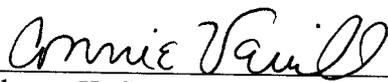
33. A proposed operating budget for the ASAP program is attached hereto as Exhibit E.

WHEREFORE, the Joint Applicants respectfully request that the Commission issue an Order by September 30, 2004:

1. Approving this Application for the programmatic details of a Home Energy Assistance Program in the LG&E service territory;
2. Approving the three-year budget to which the Joint Applicants have agreed; and
3. Approving the proposed tariff for the HEA charge.

Dated: July 30, 2004

Respectfully submitted,

By: 
Allyson K. Sturgeon
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- and -
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Electric Company

Metro Human Needs Alliance

By: *Lisa Kilkelly*

Lisa Kilkelly

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People Organized and Working for Energy Reform

By: *Lisa Kilkelly*

Lisa Kilkelly

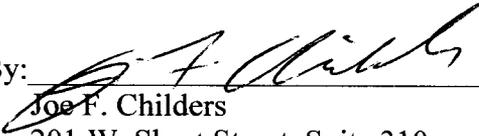
Legal Aid Society, Inc.

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Louisville, Kentucky 40202

Telephone: (502) 584-1254

Kentucky Association for Community Action

By: _____

Joe F. Childers

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Lexington, Kentucky 40507

Telephone: (606) 253-9824

VERIFICATION

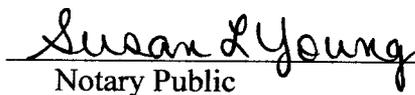
COMMONWEALTH OF KENTUCKY)
) **SS:**
COUNTY OF FRANKLIN)

The undersigned, Thomas "Kip" Bowmar, being duly sworn, deposes and says he is Executive Director of Kentucky Association for Community Action, Inc., that he has personal knowledge of the matters set forth in the foregoing Joint Application, and the facts contained therein are true and correct to the best of his information, knowledge and belief.



THOMAS "KIP" BOWMAR

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 27th day of July 2004.



(SEAL)
Notary Public

My Commission Expires:

5/12/06

VERIFICATION

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF Jefferson)

The undersigned, Keith Valade, being duly sworn, deposes and says he is Executive Director of Metro Human Needs Alliance, that he has personal knowledge of the matters set forth in the foregoing Joint Application, and the facts contained therein are true and correct to the best of his information, knowledge and belief.

Keith Valade
KEITH VALADE

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 28th day of July 2004.

Don Kibbelly (SEAL)
Notary Public

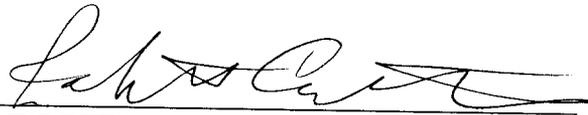
My Commission Expires:

January 8, 2005

VERIFICATION

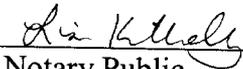
COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF Jefferson)

The undersigned, Robert Crutcher, being duly sworn, deposes and says he is DIRECTOR of People Organized Working for Energy Reform, that he has personal knowledge of the matters set forth in the foregoing Joint Application, and the facts contained therein are true and correct to the best of his information, knowledge and belief.



ROBERT CRUTCHER

Subscribed and sworn to before me, a Notary Public in and before said County and State,
this 28th day of July 2004.



Notary Public (SEAL)

My Commission Expires:

January 8, 2005

VERIFICATION

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The undersigned, Butch Cockerill, being duly sworn, deposes and says he is Director - Revenue Collections of LG&E Energy LLC, that he has personal knowledge of the matters set forth in the foregoing Joint Application, and the facts contained therein are true and correct to the best of his information, knowledge and belief.

Butch Cockerill

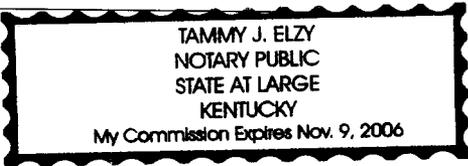
BUTCH COCKERILL

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 29th day of July 2004.

Tammy J. Elzy (SEAL)

Notary Public

My Commission Expires:



RESTATE) ARTICLES OF INC.

OF

SEP 8 1988

FEDERATION OF CHURCH SOCIAL AGENCIES, INC.

James E. ...
SECRETARY OF STATE

We, THE UNDERSIGNED, duly elected President and Secretary of the Federation of Church Social Agencies, Inc., hereby certify that said corporation is a nonstock, nonprofit corporation incorporated on January 16, 1974, under the laws of the Commonwealth of Kentucky, and Chapter 273 of the Kentucky Revised Statutes more particularly.

We further certify that the following Restated Articles of Incorporation correctly set forth the provisions of the Articles of Incorporation as theretofore amended, and that they supercede said Articles of Incorporation and all amendments thereto.

We further certify that Articles I through IX all incorporate amendments to the Articles of Incorporation as heretofore amended, and that except for these amendments, these Restated Articles of Incorporation set forth without change the corresponding provisions of the Articles of Incorporation as heretofore amended, and that they supercede said Articles of Incorporation as amended.

We further certify that the following Restated Articles of Incorporation were adopted at a meeting of the members of the corporation held on June 9, 1988, that a quorum was present, and that said Articles received a unanimous vote of the members present who were entitled to cast votes.

ARTICLE I

The name of said Corporation shall be the Metro Human Needs Alliance, Inc.

ARTICLE II

The duration of the corporation shall be perpetual.

ARTICLE III

The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 or corresponding provisions of any later Federal tax laws, including for such purposes the making of distributions to organizations and individuals for the purpose of engaging in activity falling within the purposes of the Corporation and permitted for an organization exempt under said Section 501(c)(3).

The purposes of the Corporation shall be more specifically stated as follows:

- 1) To engage in activities designed to improve the delivery and quality of human services in Jefferson County, Kentucky;
- 2) To provide a means by which all Jefferson County human needs agencies can engage in organized, joint, and collective activities with the object of improving the provision of human services;
- 3) To engage in educational activities designed to make the public aware of the varied issues associated with systemic poverty; and,
- 4) To provide its membership with a forum to discuss and publicly address any and all issues resulting from the continued existence of poverty in the United States and more particularly in Jefferson County, Kentucky.

ARTICLE IV

The Corporation shall be irrevocably dedicated to and operated exclusively for, nonprofit purposes. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

ARTICLE V

The Corporation shall be empowered to do all acts reasonable and necessary and within the laws of the State of Kentucky, in particular those enumerated in KRS 237.171, to further its purposes set out in Article IV, except as follows and as otherwise stated in these articles:

A) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements, any political campaign on behalf of any candidate for public office).

B) Notwithstanding, any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provisions of any subsequent Federal tax laws. If and so long as the Corporation is a private foundation as defined in Section 509(a) of the Internal Revenue Code of 1954, or corresponding provisions of any later Federal tax laws:

1) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954 or corresponding provisions of any later Federal tax laws.

2) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any later Federal tax laws.

3) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any later Federal tax laws.

4) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any later Federal tax laws.

5) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any later Federal tax laws.

ARTICLE VI

The initial By-Laws shall be adopted by the initial Board of Directors. Thereafter, the Corporation shall be governed by the By-Laws.

ARTICLE VII

The officers and this Corporation shall not be held personally liable for any debt or obligation of the Corporation solely because of their position as officers and members of the Corporation.

ARTICLE VIII

In the event of dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all liabilities of the Corporation, dispose of all assets of the Corporation exclusively for the purposes of the Corporation, in such manner, or to such organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) of provisions of any later Federal tax laws, as the Board of Directors shall determine.

The remaining assets, if any, shall be disposed of by the Circuit Court of the county in which the principal office for the

Corporation is then located, exclusively for such purposes or to such organizations and said court shall determine are organized and operated exclusively for such purposes.

ARTICLE IX

Amendments to these Articles shall be made pursuant to the provisions of KRS 273.263.

Michael Jupin
MICHAEL JUPIN, President

Cindy J. Weber
CINDY JEAN WEBER, Secretary

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

The foregoing Restated Articles of Incorporation were acknowledged before me this 29th day of June, 1988 by MICHAEL JUPIN, President and CINDY JEAN WEBER, Secretary of the METRO HUMAN NEEDS ALLIANCE, INC., a Kentucky Corporation, on behalf of the Corporation.

Witness my hand and official seal this 29th day of June, 1988.

My Commission Expires: September 26, 1991

Alice B. Morris
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

THIS DOCUMENT PREPARED BY:

Jeffrey B. Segal
JEFFREY B. SEGAL
Attorney at Law
LEGAL AID SOCIETY, INC.
425 West Muhammad Ali Blvd.
Louisville, Kentucky 40202
(502) 584-1254

Malone J.C.
PAID \$ 7.00
JIM FOPP MALONE J.C.
1508 SEP -9 PM 1:40
RECORDED AND INDEXED
J.C. Malone



END OF DOCUMENT

STATE OF KENTUCKY } SCT
COUNTY OF JEFFERSON }

I, Bobbie Holsclaw, Clerk of the Jefferson County Court, do hereby certify that the foregoing contains a full, true and correct copy as taken from and compared with the original records in my office, of which I am Legal Custodian and that

said Art of Inc is recorded in C

Book 384 Page 482-485

Witness my hand this 26th day of July of, 20 04

BOBBIE HOLSCLAW, Clerk
By L. Williams D.C



**Trey Grayson
SECRETARY OF STATE**

CERTIFICATE

I, Trey Grayson, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of **ARTICLES OF INCORPORATION OF**

KENTUCKY CAP DIRECTORS ASSOCIATION FILED JANUARY 10, 1968,

ARTICLES OF AMENDMENT OF KENTUCKY CAP DIRECTORS ASSOCIATION CHANGING NAME TO KENTUCKY ASSOCIATION OF COMMUNITY ACTION AGENCIES, INCORPORATED FILED JUNE 24, 1974,

ARTICLES OF AMENDMENT FILED APRIL 30, 1976,

ARTICLES OF AMENDMENT OF KENTUCKY ASSOCIATION OF COMMUNITY ACTION AGENCIES, INC. CHANGING NAME TO KENTUCKY ASSOCIATION FOR COMMUNITY ACTION, INC. FILED OCTOBER 11, 1977,

Kenni - 479

150132

Commonwealth of Kentucky

Department of State



Office of Secretary of State

ELMER BEGLEY, SECRETARY
DOMESTIC CORPORATION DEPARTMENT

NON-STOCK CORPORATION

I, **ELMER BEGLEY**, Secretary of the State of Kentucky, hereby certify that Articles of Incorporation of the

KENTUCKY GAP DIRECTORS ASSOCIATION, INCORPORATED (Hardinsburg, Kentucky)

has this day been filed in my office.

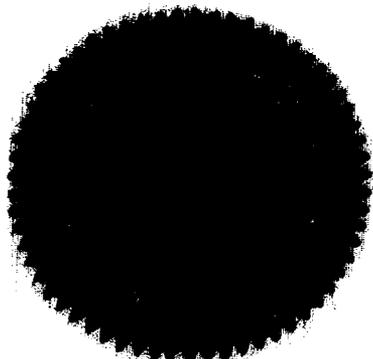
It appearing from said Articles of Incorporation that the said Corporation has no capital stock, and no private pecuniary profit is to be derived therefrom, the said Corporation is not required by law to pay a tax on organization; and it further appearing that the aforesaid Corporation has complied with all the requirements of the law, this certificate is issued as evidence of the fact that the said Corporation is now authorized and empowered to do business in this State under its charter, subject to the restrictions imposed by the statutes of Kentucky.

Given under my hand as Secretary of State,

this 10th day of January 1968

By Elmer Begley Secretary of State

Assistant Secretary of State



SECRETARY OF STATE

ARTICLES OF INCORPORATION
of
KENTUCKY CAP DIRECTORS ASSOCIATION
Incorporated

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned incorpor-
ators

Lee Taylor of Hardinsburg, Kentucky,

Ralph Coffman of Henderson, Kentucky,

William Mansell of Owensboro, Kentucky,

Fred Porter of Hopkinsville, Kentucky,

Evans McGraw of Katana, Kentucky

of the Kentucky CAP Directors Association, Incorporated, all residents of and
citizens of the Commonwealth of Kentucky, do hereby associate to form a non-
profit corporation under the laws of the Commonwealth of Kentucky.

ARTICLE 1. This non-profit corporation shall be named and known
as Kentucky CAP Directors Association, Incorporated, by which name it may
adopt its corporate seal, conduct its business, contract and be contracted
with, sue and be sued. It shall be a non-profit corporation, having as its
general objective the promotion and protection of the professional status of
Community Action Program directors in the State of Kentucky.

ARTICLE 2. The nature and purpose of the activities and business of
the corporation shall be:

(a) To acquire membership from and among executive directors of
Community Action Programs conducted within the State of Kentucky; to assess
dues from and for such membership as may be determined by a majority of the
membership in a manner prescribed in the by-laws; to prescribe qualifications
and standards of professional ethics for and of the membership; and to do all

lawful things in furtherance of the professional character and integrity of the membership.

(b) To organize, promote and conduct training programs, seminars and informative conferences aimed at increasing the professional effectiveness, the management abilities and the program competence of executive directors engaged in the development or administration of Community Action Programs within the State of Kentucky.

(c) To assemble, analyze, correlate and distribute information relative to the Community Action Program to the Association's membership.

To make and enter into contracts of every kind for any lawful purpose, with any individual, firm or association, corporation, or private or public or municipal body politic, and with the government of any state, territory of country, or political subdivision thereof.

(d) To contract for the technical services of any individual, organization or agency to be engaged in the social, economic or professional development of the Kentucky CAP Directors Association, Incorporated, its membership or the communities served by that membership.

(e) The foregoing purposes shall be construed both as objectives and powers and it is hereby expressly provided that the foregoing accumulations of the specific powers shall not be held to limit or restrict in any manner the general powers of this corporation and are in furtherance of and in addition to and not in limitation of, the general powers conferred by the laws of the Commonwealth of Kentucky.

ARTICLE III. The corporation shall have perpetual existence unless sooner dissolved in accordance with laws.

ARTICLE IV. The registered office and place of business of the corporation shall be located at Hardinsburg, Kentucky, and the name of the resident agent of the corporation shall be Lee W. Taylor, P. O. Box 109, Hardinsburg, Kentucky.

ARTICLE V. The affairs and business of the corporation shall be conducted by a Board of Directors whose membership shall number no less than five (5) nor more than nine (9), as fixed by the Board of Directors in accordance with the by-laws of the corporation. The first Board of Directors to be elected by the incorporators shall be five in number and shall be elected by the incorporators of this corporation by ballot at such time and place as the majority of the incorporators may determine, said election being also the first meeting of the incorporators and said Board of Directors so elected will serve until the first annual meeting of the membership. Thereafter, an election of the directors shall be held annually in the office and principal place of business of the corporation or at some place within the State of Kentucky to be designated in the by-laws or by determination of a majority of the membership. Each director shall hold office for a period of one year or until his successor is elected and qualified.

The Board of Directors shall make such rules and by-laws governing the corporation as are not inconsistent with the Articles of Incorporation and the laws of the Commonwealth of Kentucky, subject to the power of the members to change or repeal such by-laws.

Serving as a Board of Directors until the first meeting of the incorporators shall be held are: Lee Taylor of Hardinsburg, Kentucky; Ralph Coffman of Henderson, Kentucky; William Munsell of Owensboro, Kentucky; Fred Porter of Hopkinsville, Kentucky; and Evans McGraw of Katana, Kentucky.

ARTICLE VI. No person, persons or firms shall obtain any personal or pecuniary profit from the transactions of the corporation, other than to enjoy the public improvements and developments created by this corporation solely for the public.

ARTICLE VII. This non-profit corporation is for the purpose of serving and benefiting executive directors of the several Community Action Programs in the State of Kentucky and may utilize such community facilities, economic

opportunities, human and natural resources, federal programs and fundings, state agencies and programs, as might be deemed applicable.

ARTICLE VIII. The private property of the officials and members shall not be subject to the payment of the debts of the corporation.

In testimony whereof, witness our signatures this 15th day of November, 1967.

Lee W. Taylor
William D. Munroe
Ralph Coffman

Evans McGraw
Fred Porter

Subscribed and sworn to before me by Lee Taylor, William Munroe, Ralph Coffman, Evans McGraw and Fred Porter, all personally known to me and they being incorporators of the Kentucky CAP Directors Association.

This 20th day of November, 1967.

James Catron
Notary Public

This instrument prepared by Richard E. Moorman, Attorney at Law, Leitchfield, Kentucky.

Richard E. Moorman

- 4 -

ORIGINAL COPY
FILED AND RECORDED

James Beasley

JAN 10 1968

SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

BY
ASSISTANT SECRETARY OF STATE

150738

Commonwealth of Kentucky

Department of State



Office of Secretary of State

THELMA L. STOVALL, SECRETARY

ARTICLES OF AMENDMENT

I, THELMA L. STOVALL, Secretary of State of the Commonwealth of Kentucky, do hereby certify that Articles of Incorporation of

KENTUCKY CAP DIRECTORS ASSOCIATION, INCORPORATED (HARDINSBURG, Kentucky)

changing name to: KENTUCKY ASSOCIATION OF COMMUNITY ACTION AGENCIES,

INCORPORATED

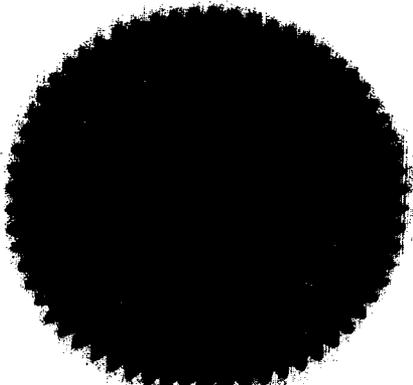
have been amended pursuant to Articles of Amendment, duly signed and acknowledged according to law, this day filed in my office by said corporation, and that all taxes, fees and charges payable upon the filing of said Articles of Amendment have been paid.

Witness my official signature this 24th day

of June, 1974

Thelma L. Stovall
Secretary of State

Assistant Secretary of State



SECRETARY OF STATE

5-190345

SECRETARY OF STATE
RECEIVED
JUN 24 1974

AK

Commonwealth of Kentucky

ARTICLES OF AMENDMENT

KENTUCKY CAP DIRECTORS ASSOCIATION, INCORPORATED

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned members of the Board of Directors of the Kentucky CAP Directors Association, Incorporated, transacting business under the name of the Kentucky Association of Community Action Agencies, Inc. have met at Frankfort, Kentucky at the Office of the Secretary for Human Resources, at 2:00 P.M., Monday, June 24, 1974 and unanimously adopted the following Articles of Amendment:

ARTICLE I. This non-profit corporation shall be named and known as the Kentucky Association of Community Action Agencies, Incorporated by which name its corporate seal, conduct its business, contract and be contracted with, sue and be sued. It shall be a non-profit corporation having as its general objective the promotion of Community Action Agencies as effective mechanisms for the alleviation of poverty and delivery of social services within the Commonwealth of Kentucky.

ARTICLE II. The nature and purpose of the activities and business of the Corporation shall be:

- (a) to acquire membership from Community Action Agencies within the Commonwealth of Kentucky; to assess dues from and for such membership as may be determined by a majority of the membership in a manner prescribed in the By-Laws; and to do all lawful things in furtherance of the Associations objectives.

Until further amended in the By-Laws of the Corporation, the Board of Directors shall be composed of the President, Vice President, Secretary and the Treasurer of the Kentucky Association of the Community Action Agencies, Inc. Said officers shall be elected at the annual meeting of the Association to be held in June at some place within the Commonwealth of Kentucky, determined by a majority of the membership. Each officer shall serve for a period of one year or until his successor is elected and qualified. Officers shall be eligible to serve additional terms.

The Board of Directors shall make such rules and By-Laws governing the Corporation as are not inconsistent with the Articles of Incorporation and the laws of the Commonwealth of Kentucky, subject to the power of the members to change or repeal such By-Laws.

ARTICLE VI. No person, persons or firms shall obtain any personal or pecuniary profit from the transactions of the corporation, other than to enjoy the public improvements and developments created by the Corporation solely for the public.

ARTICLE VII. The private property of the officials and members shall not be subject to the payment of the debts of the corporation.

In testimony whereof, witness our signatures this 24th day of June, 1974.

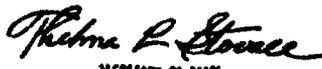

Paul T. Tincher - President


John J. Lovell


Altha Jo Hamilton - Secretary

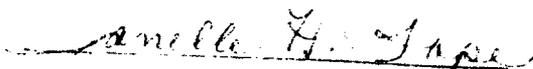
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SECRETARY OF STATE OF KENTUCKY
RECORDS SECTION

JUN 24 1974


Thelma R. Stovall
SECRETARY OF STATE

Subscribed and sworn to before me by Paul T. Tincher, John J. Lovell, and Altha Jo Hamilton, all personally known to me and they being Directors of the Kentucky Association of Community Action Agencies.

This 24th day of June, 1974.


Pamela H. Tapp

My Commission expires
August 2, 1974

150738

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

DREXELL R. DAVIS
Secretary



FRANKFORT,
KENTUCKY

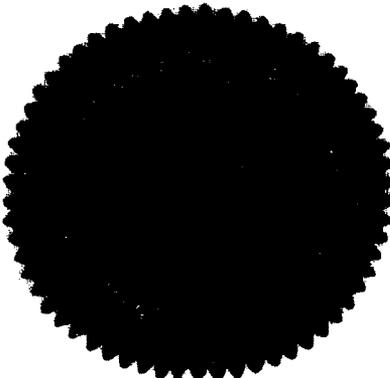
CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION

I, DREXELL R. DAVIS, Secretary of State of the Commonwealth of Kentucky, do hereby certify that Amended Articles of Incorporation of

KENTUCKY ASSOCIATION OF COMMUNITY ACTION AGENCIES, INCORPORATED

LAWRENCEBURG, KENTUCKY

amended pursuant to Kentucky Revised Statutes, 271A, (273) duly signed and verified or acknowledged according to law, have been filed in my office by said corporation, and that all taxes, fees and charges payable upon the filing of said Articles of Amendment have been paid.



Given under my hand and seal of Office as Secretary of State, at Frankfort, Kentucky, this 30TH day of APRIL, 19 76

Drexell R. Davis
SECRETARY OF STATE

SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

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FILED AND RECORDED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

APR 30 1976

Dwight Davis
SECRETARY OF STATE



mlb ARTICLES OF AMENDMENT

18302

KENTUCKY ASSOCIATION OF COMMUNITY ACTION AGENCIES, INC.

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned members of the Board of Directors of the Kentucky Association of Community Action Agencies, Incorporated, transacting business under the name of the Kentucky Association of Community Action Agencies, Inc., have met in Lexington, Kentucky, at the Hospitality Motor Inn, at 2 p.m., Thursday, March 25, 1976, and voted unanimously to adopt the following changes in the Articles of Incorporation filed January 10, 196 , and subsequent Articles of Amendment of June 24, 1974, by adding and amending the following Articles.

Add: .

ARTICLE VIII. This non-profit corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including the making of distributions to organizations that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE IX. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation, exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors

shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V is amended to read as follows:

The affairs and business of the Corporation shall be conducted by a Board of Directors whose membership shall number no less than four (4) nor more than twenty-five (25) as fixed by the By-Laws of the Corporation.

Add:

ARTICLE X. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions for the furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which

are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

In testimony whereof, witness our signatures this 30th day of April, 1976.

Charles T. Clemons

Charles T. Clemons, President

Sylvester Tutt

Sylvester Tutt, Secretary

Subscribed and sworn to before me by Charles T. Clemons and Sylvester Tutt, personally known to me and they being President and Secretary of the Kentucky Association of Community Action Agencies, Inc.

This 30th day of April, 1976.

My commission expires March 18, 1980

Priscilla B. Cox

Priscilla B. Cox
Notary Public
305 Sequoyah, Apt. 3
Frankfort, Kentucky 40601

I HEREBY CERTIFY THAT THIS INSTRUMENT HAS BEEN DRAFTED BY

RUDY YESSIN
ATTORNEY AT LAW

Rudy Yessin

158738 ✓

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

FRANCES JONES MILLS
Secretary



FRANKFORT,
KENTUCKY

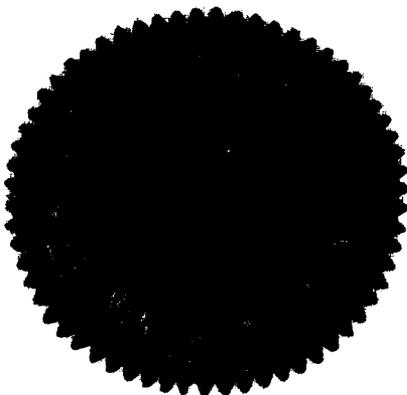
CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION

I, **FRANCES JONES MILLS**, *Secretary of State of the Commonwealth of Kentucky*, do hereby certify that Amended Articles of Incorporation of

KENTUCKY ASSOCIATION OF EXHIBITION ACTION AGENCIES, INC.
CHANGING NAME TO:

KENTUCKY ASSOCIATION FOR COMMUNITY ACTION, INC.

amended pursuant to Kentucky Revised Statutes, **KRS**, (273) duly signed and verified or acknowledged according to law, have been filed in my office by said corporation, and that all taxes, fees and charges payable upon the filing of said Articles of Amendment have been paid.



SECRETARY OF STATE

Given under my hand and seal of Office as Secretary of State, at Frankfort, Kentucky, this 22nd day of OCTOBER, 19 80.

Frances Jones Mills
SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

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SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

OCT 22 1980 *ynic*

SECRETARY OF STATE
RECEIVED
OCT 22 1980

CB 4 cc
Commonwealth of Kentucky

Samuel Hill

ARTICLES OF AMENDMENT

SECTION 19.010
KENTUCKY ASSOCIATION OF COMMUNITY ACTION AGENCIES, INC.

KNOW ALL MEN BY THESE PRESENT: That we the undersigned members of the Board of Directors of the Kentucky Association of Community Action Agencies, Incorporated, transacting business under the name of the Kentucky Association of Community Action Agencies, Inc., have met in Owensboro, Kentucky, at the Executive Inn, at 9 a.m., Friday, October 3, 1980, and voted unanimously to adopt the following changes in the Articles of Incorporation filed January 10, 1968, and subsequent Articles of Amendment of June 24, 1974, and April 30, 1976, by changing the name to the Kentucky Association for Community Action, Inc. 189912

In testimony whereof, witness our signatures this _____ day of October, 1980.

Joe Lovell

Joe Lovell, President

Altha Jo Hamilton

Altha Jo Hamilton, Secretary

Subscribed and sworn to before me by Joe Lovell, personally known to me and being President of the Kentucky Association of Community Action Agencies, Inc.

This 17th day of October, 1980.

Rev. L. A. Stripling
My commission expires
Rev. L. A. Stripling

17th Oct, 1980

STANDARD RIDER

HEA

Home Energy Assistance Program

APPLICABLE

In all territory served.

AVAILABILITY

To all residential customers.

RATE

10¢ per meter per month.

BILLING

The HEA charge shall be shown as a separate item on customer bills.

SERVICE PERIOD

The Home Energy Assistance charge will be applied to all residential gas bills rendered during the billing cycles commencing October 1, 2004 through September 30, 2007, or as otherwise directed by the Public Service Commission. Proceeds from this charge will be used to fund residential low-income demand-side management Home Energy Assistance programs which have been designed through a collaborative advisory process.

Date of Issue: July 30, 2004

Issued By

Date Effective: October 1, 2004

Michael S. Beer, Vice President
Louisville, Kentucky

STANDARD RIDER

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APPLICABLE

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Date of Issue: July 30, 2004

Issued By

Date Effective: October 1, 2004

Michael S. Beer, Vice President
Louisville, Kentucky

2004 Federal Poverty Guidelines

<u>Size of Household</u>	<u>100% of Poverty</u>	<u>110% of Poverty</u>
1	\$ 9,310	\$10,241
2	12,490	13,739
3	15,670	17,237
4	18,850	20,735
5	22,030	24,233
6	25,210	27,731
7	28,390	31,229
8	31,570	34,727

Exhibit E (LG&E)

**Estimated HEA Administrative Budget
Louisville Gas & Electric**

	Oct-Dec 04	Jan-Sep 05	Oct 05-Sep 06	Oct 06-Sep 07	
Revenue	17,565	52,734	72,540	75,008	Annual revenue plus previous balance
Expenses					
Advertising	250	0	0	0	
Audit	0	2,000	2,000	2,000	Independent audit
Computer Prog.Add	500	0	0	0	
Equipment	1,300	0	0	0	
Gen. Offices Expen.	4,000	0	3,800	3,800	Office Supplies, Printing (3 page, self-carbon forms) (AEC/MHNA)
Ins. General	0	0	0	0	
Ins. Employee					
Workman's Comp	350	0	350	350	
Health	1,026	6,000	7,000	8,000	Health Insurance (Group Plan)
Accounting	0	400	400	400	
Miscellaneous Expen.	0	0	0	0	
Postage	580	500	999	999	Program notices to participants
Referral/Recertification	1,500	0	1,800	1,800	Contract fee per LIHEAP subsidy application
Rent	514	2,570	3,084	3,084	1/2 total rent x 12
Payroll Taxes	377	2,072	2,563	2,677	Full-time manager
Salaries	5,333	26,667	33,500	35,000	Full-time manager
Telephone	250	1,250	1,500	1,500	One business line
Travel	300	0	300	300	
Staff Training	250	0	0	0	
Admin Support					
Clerical	1,000	5,000	6,500	7,000	Telephone, information and referral, other general clerical duties
Temp Support	0	4,000	4,000	4,000	Daily or weekly coverage in the manager's absence
Total Expenses	17,530	50,458	57,796	70,910	
Balance	35	2,276	4,744	4,098	